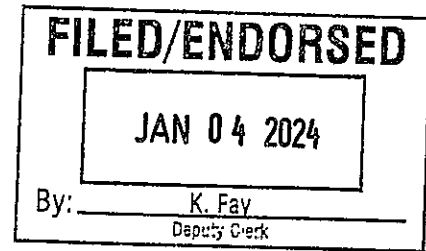


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Attorneys for Plaintiff ROBERT L. CUMMINGS,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ROBERT L. CUMMINGS, an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

INTERPRESS TECHNOLOGIES, INC, a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 23CV010787

CLASS ACTION

Assigned for All Purposes To:

Hon. Jill Talley

Dept.: 27

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability under Labor Code § 226.7;
4. Rest-Break Liability under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
12. Failure to Maintain Reasonable Work Area Temperatures under the Wage Orders;
13. Violation of Business & Professions Code § 17200 *et seq.*; and
14. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint filed: October 27, 2023

BY FAX

1 Plaintiff ROBERT L. CUMMINGS (hereinafter "Plaintiff"), on behalf of himself and all
2 other similarly situated non-exempt, hourly employees employed by Defendants in California
3 during the relevant period (collectively, "Employees"; individually, "Employee"), complains of
4 Defendants as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants INTERPRESS
9 TECHNOLOGIES, INC., a California corporation and DOES 1 through 50 (all defendants being
10 collectively referred to herein as "Defendants"). Plaintiff alleges that Defendants violated various
11 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
12 (IWC), and California Business & Professions Code, and seeks redress for these violations.

13 2. Plaintiff worked as a machine operator's assistant at Defendants' Sacramento
14 California facility. Defendants employed other similarly situated Class members as machine
15 operators, assistants, die cutters, production workers, and in similar and related positions in
16 connection with providing food packaging and container manufacturing services to Defendants'
17 customers throughout California. Plaintiff and the other similarly situated Class members worked
18 at Defendants' behest without being paid all wages due and without being provided all required
19 breaks. More specifically, Plaintiff and the other similarly situated Class members were employed
20 by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same
21 policies and practices (3) and endured similar violations at the hands of Defendants as the other
22 Employees who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
24 and failed to record accurate time worked by these Employees, failed to pay them at the
25 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
26 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
27 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
28 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain

1 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
2 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
3 applicable paragraphs of the IWC Wage Orders.

4 4. Defendant INTERPRESS TECHNOLOGIES, INC. is a California corporation
5 which lists its principal address with the California Secretary of State in Sacramento California. It
6 lists its type of business as "MANUFACTURE OF FOOD PACKAGING MATERIAL."
7 Defendant INTERPRESS TECHNOLOGIES, INC. is listed as the employer on the wage
8 statements issued to Plaintiff by Defendants, and upon information and belief to other Class
9 members, with the same Sacramento address. Upon information and belief, INTERPRESS
10 TECHNOLOGIES, INC. operates various facilities, including in Woodland California, and
11 Sacramento California where Plaintiff worked. On information and belief, Defendants maintain
12 operations and locations throughout Sacramento County and California. INTERPRESS
13 TECHNOLOGIES, INC.'s website explains that: "Interpress Technologies is recognized as an
14 innovative leader in the food packaging industry. We specialize in custom-printed and formed
15 paper containers, lids, sidewalls, and folding cartons with high-impact graphics."

16 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
18 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
19 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
20 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
21 obligations and liabilities giving rise to this lawsuit occurred, at least in part, in Sacramento
22 County, where Defendants operate and provide freight handling services to California customers.

23 6. The true names and capacities, whether individual, corporate, associate or whatever
24 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
25 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
26 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
27 herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner
28 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint

1 to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
2 when their identities become known.

3 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
4 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
5 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
6 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
7 all respects as the employers or joint employers of Employees. Defendants, and each of them,
8 exercised control over the wages, hours or working conditions of Employees, created and
9 implemented the policies and practices that governed the employment of Plaintiff and the Class
10 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
11 Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common
12 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
13 of them, employed or jointly employed the Employee Class members.

14 **FACTUAL BACKGROUND**

15 8. The Employees who comprise the Class, including Plaintiff, are non-exempt
16 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
17 Commission ("IWC"). During the period of four years prior to the filing of this action through its
18 resolution, Plaintiff and the Class members were either not paid by Defendants for all hours
19 worked or were not paid at the appropriate minimum, regular and overtime rates, including for
20 meal period and rest break premium payments. Plaintiff also contends that Defendants failed to
21 pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages
22 owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to
23 furnish accurate wage statements and timely pay all wages owed, all in violation of various
24 provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

25 9. During the course of Plaintiff and the Class members' employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed
27 (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the
28 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code

1 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
2 exempt, hourly employees as food-package manufacturing workers based out of Defendants'
3 facilities in California.

4 10. Plaintiff was employed by Defendant as a machine operator's assistant. His duties
5 included assisting the machine operator by preparing and gathering paper and ink, hanging plates,
6 and feeding paper into the press. Plaintiff generally worked over 48 hours per week, five to six
7 shifts per week. Plaintiff's scheduled hours were generally from 3:45 a.m. through 12:15 p.m. or
8 longer. Defendants designate this shift the "First (1st) Shift" with subsequent shifts labeled
9 "Second (2nd) Shift" and "Third (3rd) Shift". Plaintiff routinely worked on Saturdays as required.

10 11. During the First Shift, Plaintiff and Employees would arrive at the facility's doors
11 sufficiently before their scheduled shift start time of 3:45 a.m. Employees would enter the secure
12 facility by using a fob. They would immediately form a line to clock in at the facility's only time
13 clock located near the entrance of the facility. The line of Employees would consist of those
14 beginning the First Shift, and those exiting the Third Shift, or graveyard shift. Employees would
15 routinely wait to clock in at the exact scheduled start time of their shift because they would be
16 reprimanded for clocking in too early. Thus, Employees would wait in line to clock in at their
17 scheduled start time or just before the scheduled start time. This line of Employees would cause
18 Employees including Plaintiff, delays in clocking in because Employees would have to wait
19 several minutes in line before they could record the start of their work. Compounding this
20 problem were issues with the time clock itself, which was prone to malfunctioning or failing to
21 capture Employees' fingerprints. This was especially problematic for Plaintiff who worked with
22 ink and other chemicals which deteriorated the skin on his fingers to the point where it was
23 impossible to scan his fingerprint without using Vaseline or hand cream to capture it. However,
24 Defendants banned the use of these agents in the facility, so Plaintiff and other Employees had to
25 spend several minutes getting the fingerprint scanner to capture their fingerprints in order to
26 record the start of their shifts. Time spent clocking in, under Defendants' control, went
27 uncompensated by Defendants because that time would not be reflected in Defendants'
28 timekeeping system and Defendants systematically failed to compensate Employees for it.

1 12. Defendants also required Plaintiff and, on information and belief, other Employees
2 to change their meal period timekeeping entries to an earlier time, before Employees' fifth hour
3 of work, in order to avoid paying meal premiums. Due to rigorous work demands, Plaintiff
4 routinely waited to receive his meal periods until after 8:45 a.m., past the fifth hour of his shift.
5 The nature of Defendants' work requires that machines continuously run with minimal
6 interruption. Thus, Defendants require that Employees stagger their meal periods so that only one
7 person on a machine is on their meal period at any time. This resulted in late meal periods for
8 Employees. Plaintiff recorded his meal on Defendants' time clock at the time he took his meal
9 period. However, Plaintiff was repeatedly instructed by his supervisor, Eric Greene, to adjust his
10 meal period entries to an earlier time for the meal periods to appear legally compliant so
11 Defendants did not have to pay meal premiums. Plaintiff was compelled to do so by altering the
12 "Punch Time" on the Paycom Application on his phone. The "punch change" would be sent to
13 Plaintiff's supervisor for final approval and the meal period entry would be logged as occurring
14 earlier than it actually did. Plaintiff routinely heard Mr. Green requesting that other Employees do
15 the same, or reprimanding Employees for failing to do so. Thus, Employees were required by
16 Defendants to adjust their meal period time entries so they would appear compliant, or they
17 would face discipline.

18 13. The failure to maintain accurate timekeeping records perpetrated by Defendants
19 has also been exacerbated by other off the clock work Defendants required their Employees to
20 endure. Employees were routinely required to complete training at home on general
21 manufacturing practices for seven to ten hours per quarter. Defendants failed to compensate
22 Employees for this time worked. Moreover, Plaintiff, and upon information and belief other
23 Employees were compelled to adjust their meal period entries on the Paycom app after work
24 hours. Doing so would take approximately fifteen minutes that went unpaid by Defendants.
25 Employees also completed off the clock work during their purported meal periods. In order to
26 avoid disciplinary action from Defendants for falling behind on production, particularly during
27 higher volumes of work, Employees were compelled to clock out for their meal periods and
28 resume working. Defendants knew or should have known that Employees were compelled to

1 work through their meal periods as the sheer volume of work would not permit meal periods to
2 occur, and because Plaintiff complained to his machine operator and Mr. Greene about being
3 unable to take timely and complete meal periods. Defendants failed to take any remedial action
4 and systematically failed to compensate Employees for any off the clock work.

5 14. Defendants did this, upon information and belief, in connection with other
6 Employees in a concerted effort to limit overtime incurred by Plaintiff and the other Class
7 members. Time worked off the clock caused Plaintiff and other Class members to work beyond
8 eight hours. As a result of the above-described rounding and other off the clock work,
9 Defendants failed to pay Plaintiff and Class members overtime for several minutes at the end of
10 work shifts which Defendants did not record in timekeeping.

11 15. Defendants also paid Plaintiff and the other Class members various forms of
12 bonuses, shift differentials, and other forms of remuneration above and beyond their regular
13 hourly rates. However, despite requiring Plaintiff and the Class members to work extended shifts
14 of over eight hours, Defendants both failed to pay for all overtime hours actually worked and,
15 upon information and belief, failed to pay that overtime at the correct rate. More specifically, to
16 the extent Defendants paid both overtime and a bonus or shift differential to Plaintiff and the
17 Class members in the same pay period, Defendants miscalculated and under paid overtime hours
18 by failing to include all forms of remuneration, i.e. bonuses, shift differentials and the like, in the
19 regular rate used to calculate and pay overtime. Additionally, to the extent Defendants paid any
20 sick pay to Plaintiff during these pay periods, Defendants similarly miscalculated the rate at
21 which it was paid by failing to account for all forms of remuneration in the regular rate.

22 16. Plaintiff was therefore not paid for all his hours worked at the required minimum,
23 overtime and double time wage rates due to Defendants' policy and practice of requiring him to
24 work off the clock and without pay. With work shifts generally scheduled for eight hours or
25 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
26 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
27 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
28 failing to pay them at the required overtime rates for all hours over eight in a work shift or over

1 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
2 information and belief, the Class members were bound by similar scheduling and work policies
3 which Defendants required them to follow and endured similar violations at Defendants' hands as
4 Plaintiff.

5 17. Defendants have either failed to maintain timekeeping records for Plaintiff that
6 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
7 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
8 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
9 Defendants have committed knowing and intentional ongoing violations of the record keeping
10 requirements under the Labor Code §§ 226 and 1174.

11 18. As a result of the above-described unlawful requirements to work off the clock,
12 the failure to accurately record all hours worked, and the other wage violations they endured at
13 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
14 all wages owed to them by Defendants, including when working more than eight hours in any
15 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
16 policies and practices, Plaintiff and Class members incurred overtime hours worked for which
17 they were not adequately and completely compensated, in addition to the hours they were
18 required to work off the clock at their regular rates.

19 19. The failure to pay for all hours worked and underpayment of wages to Plaintiff
20 and the Class members is and has been a direct consequence of Defendants' unlawful
21 compensation policies and practices, which upon information and belief applied uniformly to the
22 Class members working at Defendants' locations and facilities. As a result of the above-described
23 unlawful requirements to work off the clock and regular rate miscalculation, the failure to
24 accurately record all hours worked and pay wages at the correct rates, and the other wage
25 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
26 paid all wages earned and all wages owed to them by Defendants, including when working more
27 than eight hours in any given day and/or more than forty hours in any given week.

28 20. Therefore, from at least four years prior to the filing of this lawsuit and continuing

1 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
2 hours worked and failing to pay minimum wages for all time worked, as required by California
3 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
4 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
5 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
6 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
7 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
8 paid Plaintiff and the Class members bonuses and shift differentials and other forms of
9 remuneration above and beyond their hourly pay, upon information and belief Defendants
10 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
11 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

12 21. Defendants also failed to provide Plaintiff and the Class members with their
13 required meal periods, cool down periods, and the at least two ten-minute rest breaks required for
14 scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common
15 policy of failing to provide lawful meal periods to Plaintiff and the Class members, as required
16 under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly
17 systematically failed to authorize and permit Plaintiff and the employee Class Members to take
18 all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
19 IWC Wage Order(s).

20 22. More specifically, Plaintiff worked shifts that entitled him to at least one meal
21 period, but Defendants' supervisors required Plaintiff and the Class members to prioritize work
22 over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise
23 account for time for Plaintiff and the Class members to use for duty-free, net thirty minute meal
24 periods. This led to systematically late meal periods if they were provided at all, and on-duty meal
25 periods that were incessantly interrupted by management demands and required job duties and
26 tasks. The heavy workload and management expectations also contributed to Employees working
27 through meal periods or not taking them or taking them late so work could be accomplished or
28 they were otherwise required to remain under Defendants' control during meal periods.

1 23. As noted above, Defendants wanted to maintain the appearance of compliant meal
2 periods to avoid the payment of meal premiums and thus compelled Employees to change their
3 late meal period entries to earlier times. Employees were also compelled to work through clock
4 out and continue working through their meal periods. To the extent Defendants required Plaintiff
5 to work over ten hours on a work shift, Defendants also failed to provide second meal periods and
6 Defendants have produced no evidence of payments for meal period violations under Labor Code
7 226.7. To the extent Defendants have paid any such premiums, upon information and belief they
8 failed to include all forms of remuneration, including wage differentials, in the regular rate at
9 which Defendants paid the premium. Plaintiff has no recollection of agreeing to waive any of his
10 meal periods.

11 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
12 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
13 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
14 members were required to perform work as ordered by Defendants for more than five hours during
15 a shift without receiving compliant meal periods. Additionally, Defendants followed a practice of
16 requiring off the clock work and rounding and time shaving in a manner that would impact when
17 Employees were to receive meal periods and rest breaks, and required them to respond to work
18 calls and inquiries and other demands during breaks, thus leading to further violations.

19 25. Upon information and belief, Defendants' systems did not automatically generate a
20 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
21 into a work shift or in the event the time punch records reflected a meal period of less than thirty
22 minutes. However, upon information and belief, in the event Defendants did pay any meal period
23 premiums, they did so at the employee's customary regular rate of hourly compensation without
24 including all forms of remuneration in that hourly rate calculation, for example by omitting wage
25 differentials and the like from the rate at which meal premiums were paid.

26 26. As a result, Defendants' failure to provide Plaintiff and the Class members with all
27 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
28 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at

1 least four years prior to the filing of this action and through to the present, Plaintiff and the Class
2 members were unable to take off-duty breaks or were otherwise not provided with the opportunity
3 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
4 policies and practices. On the occasions when Plaintiff and the Class members were provided with
5 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
6 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
7 occurred in one or more of the following manners:

- 8 (a) Class members were not provided full thirty-minute duty free meal periods
9 for work days in excess of five hours and were not compensated one hour's
10 wages in lieu thereof, all in violation of, among others, Labor Code §§
11 226.7, 512, and the applicable Industrial Welfare Commission Wage
12 Order(s);
- 13 (b) Class members were not provided second full thirty-minute duty free meal
14 periods for work days in excess of ten hours;
- 15 (c) Class members were required to work through at least part of their daily
16 meal period(s);
- 17 (d) Meal periods were provided after five hours of continuous work during a
18 shift; and
- 19 (e) Class members were restricted in their ability to take a full thirty-minute
20 meal period and were not permitted to leave their work premises during
21 meal periods and were otherwise required to remain under Defendants'
22 control during meal periods.

23 27. Similar violations resulted from Defendants' failure to authorize and permit
24 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
25 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
26 were either not authorized permitted the opportunity to take a rest break, or were required to
27 remain under Defendants' control and respond to instructions from management and job demands
28 if and when they even attempted to take one. Upon information and belief, Defendants also failed

1 to authorize and permit employees to leave the premises during rest breaks, evidencing
2 Defendants' policy and practice of requiring Plaintiff and the Class members to remain under
3 their control during required off-duty rest break times.

4 28. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
5 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
6 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
7 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
8 during the relevant period, meaning Defendants' rest break policy was not to schedule or
9 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
10 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
11 on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants'
12 management, Plaintiff and the Class members were compelled to not take rest breaks despite
13 working extended shifts. Defendants have produced no evidence of any payments for rest break
14 violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums,
15 upon information and belief they failed to include all forms of remuneration, including bonuses
16 and shift differentials, in the regular rate at which Defendants paid the premium.

17 29. Defendants also failed to provide Employees with any recovery or "cooldown"
18 periods to prevent heat illness in violation of Labor Code § 226.7. On information and belief,
19 Defendants failed to maintain reasonable temperatures throughout Defendants' work sites and did
20 not provide Employees with any cooldown periods as a respite from the high temperatures
21 generated by the machinery.

22 30. Defendants' uniformly applied policies and practices thus resulted in untimely and
23 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
24 members worked shifts of at least eight hours, which required at least two rest breaks, and often
25 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
26 when Defendants authorized and permitted Plaintiff to take a first rest break, he was not
27 permitted to take a second or a third break, and those that were provided were often late and
28 generally interrupted by job duties and requirements. Employees were not permitted to take any

1 cooldown periods.

2 31. During rest and cooldown periods, employers must relieve employees of all duties
3 and relinquish control over how employees spend their time. Plaintiff and the Class members
4 were and are under Defendants' control when they are working through rest breaks and remaining
5 under Defendants' control. Defendants have also provided either impermissibly shortened or
6 untimely meal and rest breaks to Plaintiff and the Class members. Plaintiff and the Employees in
7 the Class were thus not authorized and permitted to take lawful rest periods, were systematically
8 required by Defendants to work through or during breaks, and were not provided with one hour's
9 wages in lieu thereof. They were required to remain on-duty during breaks or portions of their
10 breaks, thus making them either untimely or shortened and on-duty, and they were also prevented
11 from leaving the premises and otherwise remain under Defendants' control during rest breaks
12 under Defendants' uniformly applied policies and practices. Rest and cooldown period violations
13 therefore arose in one or more of the following manners:

- 14 (a) Class members were required to work without being provided a minimum
15 ten minute rest period for every four hours or major fraction thereof worked
16 and were not compensated one hour of pay at their regular rate of
17 compensation for each workday that a rest period was not provided, and to
18 the extent Defendants paid any premiums, they failed to include all forms of
19 remuneration in the regular rate used to calculate and pay them.
- 20 (b) Class members were not authorized and permitted to take timely rest periods
21 for every four hours worked, or major fraction thereof;
- 22 (c) Class members were not authorized and permitted to take any cooldown
23 periods to prevent heat illness; and
- 24 (d) Class members were required to remain on duty and under Defendants'
25 control during rest periods or otherwise had their rest periods interrupted by
26 work demands.

27 32. From at least four years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or

1 deducting the Employees' earned wages, including by requiring off the clock work during breaks
2 and before and after work shifts and by miscalculating the regular rate and accordingly
3 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
4 for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and
5 owed to Plaintiff and the Class members, in violation of Labor Code § 221.

6 33. Defendants also violated California Labor Code § 246 by not providing all
7 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
8 provides that an Employee who "works in California for the same employer for 30 or more days
9 within a year from the commencement of employment is entitled to paid sick days as specified in
10 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
11 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
12 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
13 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
14 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
15 leave to the Class members during the relevant time period, including by failing to provide two
16 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
17 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
18 enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully
19 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
20 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
21 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."
22 Plaintiff accordingly seek this relief available for Defendants' failure to provide Employees with
23 all their required and earned sick days and all their COVID-19 supplemental sick leave in
24 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
25 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
26 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

27 34. Upon information and belief, Defendants also failed to provide Employees such as
28 Plaintiff at the time of his employment and thereafter with written notice complying with all the

1 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
2 shall provide to each employee a written notice, in the language the employer normally uses to
3 communicate employment-related information to the employee, containing” specific required
4 information. Upon information and belief, Defendants failed to provide this information to the
5 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
6 provide Plaintiff and the aggrieved employee Class members certain specific information upon
7 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
8 any such information when he was hired, or have failed to produce it, and upon information and
9 belief Defendants committed similar violations in connection with similarly situated and
10 aggrieved Class members.

11 35. As a result of these illegal policies and practices, Defendants also engaged in and
12 enforced the following additional unlawful practices and policies against Plaintiff and the Class
13 members he seeks to represent:

- 14 (e) failing to pay all wages owed to Class members who either were discharged,
15 laid off, or resigned in accordance with the requirements of Labor Code §§
16 201, 202, 203;
- 17 (f) failing to pay all wages owed to the Class members twice monthly in
18 accordance with the requirements of Labor Code § 204;
- 19 (g) failing to pay Class members all wages owed, including all meal and rest
20 period premium wages, and failing to pay them at the regular rate of
21 compensation;
- 22 (h) failing to maintain accurate records of Class members’ hours worked and
23 earned wages and meal periods in violation of Labor Code §§ 226 and
24 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 25 (i) failing to produce timekeeping records in response to Plaintiff’s timely and
26 lawful request to receive them under these authorities.

27 36. Defendants have also consistently failed to provide Class members with timely,
28 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,

1 including by the above-described requirement of off the clock work, failure to pay all overtime
2 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
3 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
4 miscalculating any overtime or meal period or rest break premium wages and by the systematic
5 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
6 difficult to account with precision for the unlawfully withheld wages and meal and rest period
7 compensation owed to Plaintiff and the Class, during the liability period, including because they
8 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
9 and because they did not implement and preserve a record-keeping method as required for non-
10 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
11 California Wage Orders. Upon information and belief, time clock punches were not maintained or
12 were not accurately maintained for work shifts and meal periods. Defendants also failed to
13 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
14 and the Class members, including by failing to pay all overtime hours at the correctly calculated
15 overtime premium rate.

16 37. Defendants also provided Plaintiff and the Class members with wage statements
17 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
18 For the same reasons as explained above, Plaintiff and the Class members were provided with
19 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
20 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
21 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
22 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
23 were aware that Plaintiff and the Class members worked more total hours than were reflected on
24 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
25 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
26 the actual hours they worked in total during a pay period and the rates they were paid for them.

27 38. Defendants have thus also failed to comply with Labor Code § 226(a) by
28 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class

1 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
2 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
3 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
4 applicable California IWC Wage Orders by failing to maintain time records showing when the
5 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
6 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
7 payment of wages and accurately reporting total hours worked.

8 39. Defendants also required Plaintiff and the Class members to work hours off the
9 clock for which they were not compensated. They were required to endure off the clock work
10 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
11 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
12 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
13 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
14 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
15 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
16 two hours of their resignation, as required by California law including Labor Code § 203.

17 40. Additionally, Labor Code § 1198 requires that “. . . the standard conditions of
18 labor fixed by the commission shall be the . . . standard conditions of labor for employees. The
19 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”
20 Paragraph 15 of the applicable IWC Wage Orders requires the following regarding the
21 temperatures maintained at employers’ facilities within California: “(A) The temperature
22 maintained in each work area shall provide reasonable comfort consistent with industry-wide
23 standards for the nature of the process and the work performed...” Defendants also violated the
24 Labor Code and Wage Orders by, upon information and belief, failing to maintain reasonable
25 temperatures throughout Defendants’ facilities and not providing any break areas that were
26 sufficiently cooled. Defendants instead required employees to work in excessively hot work areas
27 and work without having respite from the work site temperatures or having a break area where
28 employees could cool down.

41. Plaintiff has also requested records from Defendants and they have failed to constructively respond or to fully respond. Therefore, Plaintiff also asserts that Defendants have had a consistent policy of denying Plaintiff and Class members the right to inspect and receive all of their payroll records, timecards, and personnel records.

42. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in changing his time entries on the Paycom Application after work hours, home internet expenses incurred while conducting training seminars at home, and the purchase of steel-toed boots and box blades used to open pallets of paper. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

45. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes machine operators, assistants, die

1 cutters, production workers, and those in similar and related positions in connection to food
2 packaging and container manufacturing services to Defendants' customers throughout California.

3 Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

4 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
5 compensated for all hours worked for Defendants at the applicable minimum wage.

6 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
7 compensated for all hours worked for Defendants at the required rates of pay, including for all
8 hours worked in excess of eight in a day and/or forty in a week.

9 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
11 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

12 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
13 Defendants' policy and/or practice of failing to authorize and permit Employees to take
14 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
15 thereof, or any cooldown periods, and failing to pay one hour of pay at the Employee's regular
16 rate of pay in lieu thereof.

17 f. Subclass 5. Wage Statement Subclass. All Class members who, within the
18 applicable limitations period, were not provided with accurate itemized wage statements.

19 g. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
20 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
21 including by requiring off the clock work.

22 h. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
23 members who were subject to Defendants' policy and practice of not timely paying all wages
24 earned when they were due and payable at least twice monthly.

25 i. Subclass 8. Termination Pay Subclass. All Class members who, within the
26 applicable limitations period, either voluntarily or involuntarily separated from their employment
27 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
28 termination.

j. Subclass 9. Failure To Produce Requested Employment Records Subclass. All Class members who, within the applicable limitations period, were denied the right to inspect and receive all their payroll records, timecards, and personnel records.

k. Subclass 10. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

l. Subclass 11. Failure to Maintain Reasonable Temperature Subclass: All Class members who, within the applicable limitations period, were required by Defendants to work in areas with temperatures that were not maintained to provide reasonable comfort consistent with applicable standards.

m. Subclass 12. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

n. Subclass 13. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

47. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class members wages to which these employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in

1 order to unfairly cheat the competition and unlawfully profit.

2 48. This action has been brought and may properly be maintained as a class action
3 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
4 of interest in this litigation and the proposed Class is easily ascertainable from the employment
5 records for Plaintiff and the Class members that Defendants are required to maintain under
6 California law.

7 **A. Numerosity**

8 49. The potential members of the Class as defined are so numerous that joinder of all
9 the Class members is impracticable. While the precise number of Class member has not been
10 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
11 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
12 Class definition within the State of California. Plaintiff alleges that Defendants' employment
13 records will provide information as to the number and location of all Class members.

14 **B. Commonality**

15 50. There are questions of law and fact common to the Class that predominate over any
16 questions affecting only individual Class members. The common questions are numerous and
17 substantial and flow from Defendants' uniform policies and/or practices of violating the California
18 Labor Code addressed above. As such, these common questions predominate over individual
19 questions concerning each individual Class Member's showing as to his or her eligibility for
20 recovery or as to the amount of damages. These common questions of law and fact include:

- 21 a. Whether Defendants failed to pay Employees minimum wages;
- 22 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 23 c. Whether Defendants failed to pay Employees overtime as required under Labor
24 Code § 510;
- 25 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
26 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
27 premium pay in lieu thereof;
- 28 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage

Orders, by failing to authorize and permit Employees to take requisite rest breaks, cooldown periods, or provide premium pay in lieu thereof;

- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- g. Whether Defendants violated Labor Code § 221;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- o. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- q. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

51. The claims of the named Plaintiff are typical of those of the other Employees. The

1 Employee Class members all sustained injuries and damages arising out of and caused by
2 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
3 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
4 the off the clock work and meal and rest violations they were required to endure are typical of
5 those of the other Class members.

6 **D. Adequacy of Representation**

7 52. Plaintiff will fairly and adequately represent and protect the interest of the
8 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
9 experienced and competent in litigating employment class actions.

10 **E. Superiority of Class Action**

11 53. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
13 questions of law and fact common to all Employees predominate over any questions affecting only
14 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
15 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

16 54. As to the issues raised in this case, a class action is superior to all other methods for
17 the fair and efficient adjudication of this controversy, as joinder of all Class members is
18 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
19 members. Further, as the economic or other loss suffered by vast numbers of Class members may
20 be relatively small, the expense and burden of individual actions makes it difficult for the Class
21 members to individually redress the wrongs they have suffered. Moreover, in the event
22 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
23 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
24 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
25 to vindicate their rights for violations they endured which they would otherwise be foreclosed
26 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

27 55. Class action treatment will allow those persons similarly situated to litigate their
28 claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
2 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
3 set forth the subject and nature of the instant action. The Defendants' own business records can be
4 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
5 that any further notice is required additional media and/or mailings can be used.

6 56. Defendants, as prospective and actual employers of the Employees in the Class,
7 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
8 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
9 Employees as well as the effect of any alleged arbitration agreements that may have been forced
10 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
11 and policies, most notably intentionally refusing to pay for all hours actually worked which should
12 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
13 agreements and policies and practices on the Employees and Class as a whole.

14 57. Plaintiff and the Employees in the Class did not discover the fact that they were
15 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
16 any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of
17 trial by jury, to collectively organize and oppose unlawful pay practices under California law as
18 well as obtain injunctive relief preventing such practices from continuing. As a result, the
19 applicable statutes of limitation tolled until such time as Plaintiff and the Class members
20 discovered their claims.

21 **FIRST CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES**
23 **(Against All Defendants)**

24 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 59. Defendants failed to pay Employees minimum wages for all hours worked.
27 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
28 would work hours and not receive wages, including as alleged above in connection with off the

1 clock work, including all the time required to remain on duty and under Defendants' control
2 during breaks and due to the work demands placed upon them by Defendants' management and
3 by paying what should have been overtime hours as regular hours. Defendants' uniformly applied
4 policies required systematic off the clock work and underpayment of all wages owed to
5 Employees over a period of time, while benefiting Defendants. During the relevant time period,
6 Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members,
7 including by requiring systematic off the clock work. To the extent any local wage ordinances
8 were also applicable to paying the employees an hourly rate above the minimum wage rate,
9 Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of
10 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
11 whole, as a result of implementing a uniform policy and practice that denied accurate
12 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

13 60. In California, employees must be paid at least the applicable state minimum wage
14 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
15 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
16 California Labor Code § 204, other applicable laws and regulations, and public policy, an
17 employer must timely pay its employees for all hours worked. Defendants failed to do so.

18 61. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
19 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
20 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
21 applicable minimum wage rate fixed by the commission for work during the relevant period is
22 found in the Wage Orders.

23 62. The minimum wage provisions of California Labor Code are enforceable by private
24 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
25 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
26 overtime compensation applicable to the employee is entitled to recover in a civil action the
27 unpaid balance of the full amount of this minimum wage or overtime compensation, including
28 interest thereon, reasonable attorney's fees and costs of suit."

1 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
2 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
3 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
4 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
5 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
6 the absence of a contractually agreed upon one.

7 64. In committing these violations of the California Labor Code, Defendants
8 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
9 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
10 time worked by Plaintiff and other members of the Class, including by requiring off the clock
11 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
12 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
13 Welfare Commission requirements and other applicable laws and regulations. As a result of these
14 violations, Defendants also failed to timely pay all wages earned in accordance with California
15 Labor Code § 1194.

16 65. California Labor Code § 1194.2 also provides for the following remedies: “In any
17 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
18 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
19 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

20 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
21 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
22 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
23 pay each employee minimum wages.

24 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
25 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
26 interest thereon.

27 68. Defendants have the ability to pay minimum wages for all time worked and have
28 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this

indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

69. Plaintiff and the Class members are entitled to recover the unpaid minimum wages (including double minimum wages) and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

71. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a claim with the Division of Labor Standards and Enforcement.

72. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and

1 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
2 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
3 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
4 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
5 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
6 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
7 work in a workweek.

8 73. Defendants had a consistent policy of not paying Employees wages for all hours
9 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
10 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
11 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
12 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
13 clock work, as detailed above.

14 74. Defendants thus had a consistent policy of not paying Employees wages for all
15 hours worked, including hours at their required regular, overtime, and double-time rates.
16 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
17 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
18 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
19 Class members all earned and owed straight time and overtime wages and other benefits, in
20 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
21 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
22 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
23 employees to work through meal periods or remain under Defendants' control when they were
24 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
25 respond to demands from customers and managers.

26 75. Therefore, Employees were not properly compensated, nor were they paid overtime
27 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
28 Based on information and belief, Defendants did not make available to Employees a reasonable

1 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
2 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
3 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
4 Class members to work through meal periods when they were required to be clocked out or to
5 otherwise work off the clock to complete their daily job duties.

6 76. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
7 regular wages owed and overtime compensation for all hours worked, as required by California
8 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
9 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
10 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

11 77. Additionally, Labor Code § 558(a) provides "any employer or other person acting
12 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
14 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
15 pay period for which the employee was underpaid in addition to an amount sufficient to recover
16 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
17 underpaid employee for each pay period for which the employee was underpaid in addition to an
18 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
19 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
20 this section are in addition to any other civil or criminal penalty provided by law." Defendants
21 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
22 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
23 Code § 558.

24 78. Defendants' failure to pay compensation in a timely fashion also constituted a
25 violation of California Labor Code § 204, which requires that all wages shall be paid
26 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
27 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
28 and overtime compensation earned by Employees. Each such failure to make a timely payment of

1 compensation to Employees constitutes a separate violation of California Labor Code § 204.

2 79. Employees have been damaged by these violations of California Labor Code §§
3 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
4 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
5 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
6 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
7 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
8 any order or ruling of the commission.”

9 80. Consequently, pursuant to the California Labor Code, including Labor Code §§
10 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
11 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
12 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
13 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
14 against Defendants, and each of them, and any additional sums as provided by the Labor Code
15 and/or other statutes.

16 **THIRD CAUSE OF ACTION**

17 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

18 **(Against All Defendants)**

19 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 82. Employees regularly worked shifts greater than five (5) hours and in some
22 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
23 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
24 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
25 for a shift of more than ten (10) hours without providing him or her with a second meal period of
26 not less than thirty (30) minutes.

27 83. Defendants failed to provide Employees with meal periods as required under the
28 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required

1 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
2 provided them after Employees worked beyond the fifth hour of their shifts or Employees
3 otherwise had them shortened and interrupted by work demands and requirements to perform off
4 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
5 on the occasions when Employees worked more than ten hours in a given shift, they did so
6 without receiving a second uninterrupted thirty-minute meal period as required by law.

7 84. Defendants thus failed to provide Plaintiff and the Class members with meal
8 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
9 including by not providing them with the opportunity to take meal breaks, by providing them late
10 or for less than thirty minutes, or by requiring them to perform work during breaks.

11 85. Moreover, Defendants failed to compensate Employees for each meal period not
12 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
13 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
14 employee a meal period in accordance with this section, the employer shall pay the employee one
15 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
16 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
17 period premiums, they upon information and belief underpaid them by miscalculating the regular
18 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
19 compensate the Employees in the Class for each meal period not provided or inadequately
20 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
21 Wage Order.

22 86. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
23 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
24 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
25 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
26 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
27 other statutes and applicable IWC Wage Order paragraphs.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK AND RECOVERY PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 88. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
7 provide that employers must authorize and permit all employees to take rest periods at the rate of
8 ten minutes net rest time per four (4) work hours.

9 89. Labor Code §§ 226.7 also provides that an employer shall not require an employee
10 to work during a recovery period, defined as a cooldown period afforded to prevent heat illness.

11 90. Employees consistently worked consecutive four hour shifts and were generally
12 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
13 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
14 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
15 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
16 breaks of not less than ten minutes for each consecutive four hour shifts. Defendants also failed to
17 maintain reasonable temperature throughout Defendants' facilities and failed to provide recovery
18 periods so that Employees could cool down. Defendants made no effort to authorize and permit
19 Plaintiff and the Class members to take lawful rest and recovery breaks. Employees were often
20 required to work or to otherwise remain under Defendants' control during rest and recovery
21 periods, including by responding to work requirements, and had breaks provided untimely as a
22 result of the above described off the clock work.

23 91. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
24 Orders provide that if an employer fails to provide an employee rest and recovery period in
25 accordance with this section, the employer shall pay the employee one hour of pay at the
26 employee's regular rate of compensation for each workday that the rest period is not provided.
27 Defendants failed to do so.

28 92. Defendants, and each of them, have therefore intentionally and improperly denied

1 rest and recovery periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7
2 and 512 and paragraph 12 of the applicable IWC Wage Orders.

3 93. Defendants failed to authorize and permit Plaintiff and the Class members to take
4 rest and recovery periods, as required by the Labor Code. Moreover, Defendants did not
5 compensate Employees with an additional hour of pay at each Employee's hourly rate for each
6 day that Defendants failed to provide them with adequate rest breaks, as required under Labor
7 Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent
8 Defendants paid any rest break premiums, they upon information and belief, underpaid them by
9 miscalculating the regular rate of compensation by not including all forms of remuneration in it.
10 Defendants thus failed to compensate the Employees in the Class for each rest period not provided
11 or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the
12 applicable IWC Wage Order.

13 94. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
14 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
15 of wages at their effective hourly rates of pay for each day worked without the required rest
16 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
17 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

18 **FIFTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 226(a)**
20 **(Against All Defendants)**

21 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 96. California Labor Code § 226(a) requires an employer to furnish each of his or her
24 employees with an accurate, itemized statement in writing showing the gross and net earnings,
25 total hours worked, and the corresponding number of hours worked at each hourly rate; these
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 97. Defendants failed to provide Plaintiff and the similarly situated Employee Class
3 members with accurate itemized wage statements in writing, as required by the Labor Code and
4 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
5 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
6 including for all overtime and double time hours worked and for deficient meal periods and rest
7 breaks, all of which Defendants knew or reasonably should have known were owed to the
8 Employees, as alleged above.

9 98. Throughout the liability period, Defendants intentionally failed to furnish to
10 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
11 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
12 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
13 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
14 the employee and only the last four digits of his or her social security number or an employee
15 identification number other than a social security number, (8) the name and address of the legal
16 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
17 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
18 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
19 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
20 members with such timely and accurate wage and hour statements.

21 99. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
22 and intentional failure to provide them with the wage and hour statements as required by law and
23 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
24 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
25 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
26 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
27 wage statement alone one or more of the following: (i) The amount of the gross wages or net
28 wages paid to the employee during the pay period or any of the other information required to be

1 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
2 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
3 wages paid to the employee during the pay period, (iii) The name and address of the employer
4 and, (iv) The name of the employee and only the last four digits of his or her social security
5 number or an employee identification number other than a social security number. For purposes
6 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
7 objective standard] would be able to readily ascertain the information without reference to other
8 documents or information.

9 100. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
10 are required “to pay each employee, on the established payday for the period involved, not less
11 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
12 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
13 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
14 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
15 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
16 IWC Wage Orders.

17 101. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
18 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
19 Class suffered injuries, including among other things confusion over whether they received all
20 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
21 them to make mathematical computations to analyze whether the wages paid in fact compensated
22 them correctly for all hours worked.

23 102. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
24 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
25 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
26 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
27 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
28 an award of costs and reasonable attorneys’ fees.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

104. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

105. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

106. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

108. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
3 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
4 calendar days following the close of the payroll period.” As detailed above, Defendants
5 maintained a consistently applied policy and practice of not paying all wages earned between the
6 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
7 between the 16th and the last day of the month between the 1st and 10th day of the following month.
8 Defendants similarly failed to pay all wages earned by not more than seven calendar days
9 following the close of the payroll period.

10 109. All wages due and owing to Plaintiff and the Class members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
12 required by Labor Code § 1194 and other sections became due and payable to each employee in
13 each pay period that he or she was not provided with a meal period or rest period or paid straight
14 or overtime wages to which he or she was entitled.

15 110. Defendants violated Labor Code § 204 by systematically refusing to timely pay
16 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
17 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
18 payday for the period involved, not less than the applicable minimum wage for all hours worked in
19 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
20 hours than those fixed by the order or under conditions of labor prohibited by the order is
21 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
22 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
23 penalties under paragraph 20 of the applicable IWC Wage Orders.

24 111. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
25 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
26 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
27 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
28 applicable IWC Wage Orders.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

113. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

114. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

115. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff his final check at the time of his separation.

116. Defendants thus failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

117. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may, therefore, pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
3 “violates...any provision of this chapter or any order or ruling of the commission.”

4 118. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
7 shall continue until paid for up to thirty (30) days from the date they were due.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

10 **(Against All Defendants)**

11 119. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 120. California Labor Code § 1174 requires that all employers shall keep accurate time
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek
16 damages, including civil penalties, from the employer.

17 121. During the course of Plaintiff’s and Employees’ employment, Defendants
18 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
19 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
20 premium pay as discussed above and failing to document and pay for actual hours worked.

21 122. Defendants are also required by the California Labor Code § 1198 and the
22 applicable Wage Order to maintain a tracking system that accurately records the times during
23 which Employees work.

24 123. Defendants have maintained a common unlawful policy and practice of failing to
25 accurately record all hours worked and all meal period start and end times.

26 124. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants
27 knew wages to be due but failed to pay them.

28 125. Accordingly, Defendants are liable for civil penalties pursuant to the California

1 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

2 **TENTH CAUSE OF ACTION**

3 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

4 **(Against All Defendants)**

5 126. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 127. Pursuant to California Labor Code § 226, current and former employees have the
8 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
9 request to their employer. Under this statute, an employer that receives a request to inspect or
10 receive a copy of records pertaining to a current or former employee must comply with the request
11 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

12 128. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
13 or his or her representative, has the right to inspect and receive a copy of the personnel records
14 that the employer maintains relating to the employee's performance or to any grievance concerning
15 the employee. Under this statute, upon written request from a current or former employee or his or
16 her representative, an employer must make the contents of those personnel records available for
17 inspection or provide a copy of the personnel records to the current or former employee, or his or
18 her representative, not later than thirty calendar days from the date the employer receives the
19 written request, subject to some limited exceptions. Failure to comply with these requests allows
20 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
21 226(f).

22 129. Plaintiff sent written requests through his counsel to Defendants for their payroll
23 records, timecards, and personnel records. However, Plaintiff has not received all of his requested
24 records as of the date of this Complaint.

25 130. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
26 produce the required records requested by Plaintiff.

27 131. On information and belief, Defendants' failure to provide Plaintiff with all of his
28 requested employment records is not an isolated incident, but was instead consistent with

Defendants' policy and practice that applied to Plaintiff and Employees.

132. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

133. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Class members similarly situated are similarly entitled.

ELEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802
(Against All Defendants)

134. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

135. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in changing his time entries on the Paycom Application after work hours, home internet expenses incurred while conducting training seminars at home, and the purchase of steel-toed boots and box blades used to open pallets of paper. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

136. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

137. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and

1 necessary expenses was an expected and essential function of their employment with Defendants
2 and that failure to incur those expenses would have adverse consequences on their employment.

3 138. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
4 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
5 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
6 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
7 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
8 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

9 **TWELFTH CAUSE OF ACTION**

10 **FAILURE TO MAINTAIN TEMPERATURES UNDER THE WAGE ORDERS**

11 **(Against All Defendants)**

12 139. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 140. Under Labor Code § 1198, "[t]he employment of any employee for longer hours
15 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."
16 Additionally, paragraph 15 of the applicable IWC Wage Orders requires the following regarding
17 the temperatures maintained at employers facilities within California: "(A) The temperature
18 maintained in each work area shall provide reasonable comfort consistent with industry-wide
19 standards for the nature of the process and the work performed. (B) If excessive heat or humidity
20 is created by the work process, the employer shall take all feasible means to reduce such excessive
21 heat or humidity to a degree providing reasonable comfort... (C) A temperature of not less than
22 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.
23 (D) Federal and State energy guidelines shall prevail over any conflicting provision of this
24 section." (*See, e.g.,* Cal. Code Regs., tit. 8 § 11070(15), Cal. Code Regs., tit. 8, § 11090(15)).

25 141. Further California Labor Code § 6720 required the California Division of
26 Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by
27 January 1 2019. Cal/OSH's draft standard applies its proposed regulations to all indoor work areas
28 where the temperature equals or exceeds 82° Fahrenheit when employees are present. At times

1 during the relevant time period Plaintiffs and other climbers and workers were subjected to
2 excessive heat and or humidity resulting in temperatures equaling or exceeding 82° F.

3 142. Under Labor Code §1199: “Every employer or other person acting either
4 individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and
5 is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less
6 than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to
7 work for longer hours than those fixed, or under conditions of labor prohibited by an order of the
8 commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by
9 an order of the commission...”

10 143. Defendants violated the Labor Code and Wage Orders by, upon information and
11 belief, failing to maintain reasonable temperatures throughout Defendants’ facilities and instead
12 compelling employees to work and operate machinery and equipment in excessively hot work
13 areas. During the relevant time period, as detailed above, Defendants violated Labor Code §§ 1198
14 and 1199 and paragraph 15 of the IWC Wage Orders by failing to provide Plaintiff and other
15 Employees with reasonable comfort by maintaining working area temperatures within the range of
16 industry standards by, *inter alia*, providing adequate air conditioning or heat ventilation etc.

17 144. These practices and policies resulted in Defendants’ failure to maintain temperature
18 providing reasonable comfort in violation of Labor Code §§ 1198 and 1199 and paragraph 15 of
19 the applicable IWC Wage Orders. Plaintiff and the Class members may therefore pursue damages
20 and penalties for violations of Labor Code §§ 1198 and 1199 and paragraph 15 of the applicable
21 IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders, in
22 an amount to be determined at trial.

23 **THIRTEENTH CAUSE OF ACTION**

24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

25 **(Against All Defendants)**

26 145. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
27 in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
28 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of

1 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
2 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
3 the public interest within the meaning of Code of Civil Procedure § 1021.5.

4 146. Plaintiff is a “person” within the meaning of Business & Professions Code
5 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
6 injunctive relief, restitution, and other appropriate equitable relief.

7 147. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
8 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
9 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
10 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
11 Class members for all hours worked, due to systematic business practices as alleged herein that
12 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
13 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
14 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
15 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

16 148. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
18 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
19 vigorously to enforce minimum labor standards, to ensure that employees are not required or
20 permitted to work under substandard and unlawful conditions, and to protect law-abiding
21 employers and their employees from competitors who lower costs to themselves by failing to
22 comply with minimum labor standards.

23 149. Defendants have violated statutes and public policies. Through the conduct alleged
24 in this Complaint Defendants have acted contrary to these public policies, have violated specific
25 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
26 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
27 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
28 privileges guaranteed to all employees under the law.

1 150. Defendants' conduct, as alleged above, constitutes unfair competition in violation
2 of the Business & Professions Code § 17200 *et seq.*

3 151. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
4 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
5 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
6 violates the Business & Professions Code § 17200 *et seq.*

7 152. By the conduct alleged herein, Defendants have engaged and continue to engage in
8 a business practice which violates California and federal law, including but not limited to, the
9 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
10 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
11 Court should issue declaratory and other equitable relief pursuant to California Business &
12 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
13 constitute unfair competition, including restitution of wages wrongfully withheld.

14 153. As a proximate result of the above-mentioned acts of Defendants, Employees have
15 been damaged, in a sum to be proven at trial.

16 154. Unless restrained by this Court Defendants will continue to engage in such
17 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
18 should make such orders or judgments, including the appointment of a receiver, as may be
19 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
20 deceptive practice prohibited by the Business & Professions Code, including but not limited to
21 the disgorgement of such profits as may be necessary to restore Employees to the money
22 Defendants have unlawfully failed to pay.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

3 **(Against All Defendants)**

4 155. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 156. Plaintiff and the Employees in the Class are also aggrieved employees as defined
7 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
8 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
9 period.

10 157. In failing to pay Aggrieved Employees minimum wages and overtime, not
11 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
12 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
13 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
14 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
15 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
16 paragraph 7 of the applicable IWC Wage Orders.

17 158. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
18 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
19 including the penalty provisions, without limitation, based, inter alia, on the following California
20 Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558,
21 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and
22 2698 *et seq.*:

23 159. More specifically, after complying with the notice procedures of Labor Code §
24 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
25 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
26 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
27 including as follows:

28 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all

1 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
2 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198,
3 and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all
4 civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,
5 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to
6 Labor Code § 2699(g)(1);

7 (b) Meal, Rest and Recovery Period Claims: For failure to provide Plaintiff and the
8 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and
9 permit them to take off-duty, timely, and paid rest and recovery periods, or pay one hour of regular
10 pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B)
11 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
12 applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under
13 Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for
14 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

15 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
16 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
17 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
18 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
19 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
20 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
21 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
22 providing inaccurate wage statements and failing to maintain records as required under Labor
23 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
24 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
25 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
26 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
27 citation, ...";

28 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at

1 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
2 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§
3 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC
4 Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

5 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For
6 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
7 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
8 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
9 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
10 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
11 pursuant to Labor Code § 2699(g)(1);

12 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
13 Defendants' failure to provide Employees with all their required and earned sick days and all their
14 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
15 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
16 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
17 Labor Code § 2699(g)(1);

18 (g) Failure to Maintain Temperatures: For failure to maintain temperature providing
19 reasonable comfort constituting violations of Labor Code §§ 1198 and 1199 and paragraph 15 of
20 the applicable IWC Wage Orders, and Labor Code § 2699.5, and seeking penalties available and
21 applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders,
22 and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

23 (h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor
24 Code §§ 2810.5, and any above addressed violation of the applicable provisions of the Labor Code
25 and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5,
26 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of
27 the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
28 2699(g)(1).

1 160. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
2 seeks the penalties and remedies set forth in Labor Code § 558, which states:

3 (a) Any employer or other person acting on behalf of an employer who
4 violates, or causes to be violated, a section of this chapter or any provision
5 regulating hours and days of work in any order of the Industrial Welfare
6 Commission shall be subject to a civil penalty as follows: (1) For any initial
7 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
8 which the employee was underpaid in addition to an amount sufficient to recover
9 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
10 each underpaid employee for each pay period for which the employee was
11 underpaid in addition to an amount sufficient to recover underpaid wages...

12 (b) If upon inspection or investigation the Labor Commissioner determines that
13 a person had paid or caused to be paid a wage for overtime work in violation of any
14 provision of this chapter, or any provision regulating hours and days of work in any
15 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
16 citation. The procedures for issuing, contesting, and enforcing judgments for
17 citations or civil penalties issued by the Labor Commissioner for a violation of this
18 chapter shall be the same as those set out in Section 1197.1.

19 (c) The civil penalties provided for in this section are in addition to any other
20 civil or criminal penalty provided by law.

21 161. Plaintiff has exhausted his administrative remedies by submitting a certified letter to
22 the LWDA and Defendants on October 27, 2023 (LWDA-CM-990323-23) addressing in detail the
23 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
24 theories to support the alleged violations and requested penalties. The LWDA has not provided
25 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
26 date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations
27 addressed herein and in the PAGA Notice letter and the original Complaint.

28 **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

- 23 1. For an order certifying this action as a class action;
- 24 2. For compensatory damages in the amount of the unpaid minimum wages for work
25 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
26 the filing of this action, as may be proven;
- 27 3. For liquidated damages in the amount equal to the unpaid minimum wage and
28 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

1 4. For compensatory damages in the amount of all unpaid wages, including overtime
2 and double-time pay, as may be proven;

3 5. For compensatory damages in the amount of the hourly wage made by Employees
4 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
5 years prior to the filing of this action, as may be proven;

6 6. For compensatory damages in the amount of the hourly wage made by Employees
7 for each day requisite rest breaks were not provided or were deficiently provided where no
8 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
9 be proven;

10 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

11 8. For restitution and/or damages and penalties for Defendants' failure to pay all
12 wages due twice monthly under Labor Code § 204, as may be proven;

13 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
14 for all class members in violation of Labor Code § 221, as may be proven;

15 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
16 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

17 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

18 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

19 13. For damages and restitution for failure to reimburse all reasonable and necessary
20 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

21 14. For restitution for unfair competition pursuant to Business & Professions Code
22 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

23 15. For an order enjoining Defendants and their agents, servants, and employees, and
24 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
25 duties adumbrated in this Complaint;

26 16. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

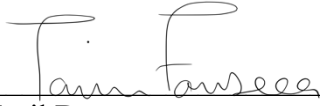
27 17. For penalties under Labor Code § 558, as may be proven;

28 18. For other wages and penalties under the Labor Code as may be proven;

- 1 19. For all general, special, and incidental damages as may be proven;
2 20. For an award of pre-judgment and post-judgment interest;
3 21. For an award providing for the payment of the costs of this suit;
4 22. For an award of attorneys' fees; and
5 23. For such other and further relief as this Court may deem proper and just.

6
7 DATED: January 3, 2024

D.LAW, INC.

8
9 By 
10 Emil Davtyan
11 David Yeremian
12 Alvin B. Lindsay
13 Tania Fonseca
14 Attorneys for Plaintiff Robert L. Cummings
15 and the putative class
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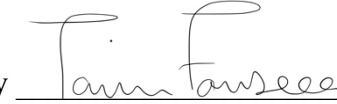
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: January 3, 2024

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff Robert L. Cummings
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

Kevin Cleveland
kcleveland@ycd-law.com
 Sidney Davenport
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 Sacramento, CA 95825

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above transmission.

[] (BY ELECTRONIC SERVICE) I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

Executed on January 3, 2024, at Glendale, California.

California.


Sasha Zambrano